

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 04-069**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**Unit Price Construction Contract for Miscellaneous Landscape
Installation and Maintenance Service**

Sealed bids will be received by the city of Lincoln, Nebraska on or before 12:00 noon Wednesday, March 24, 2004 , in the office of the Purchasing Agent, Suite 200, K Street Complex, 440 South 8th Street, Southwest Wing, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

**PROPOSAL FOR
SPECIFICATION NO. 04-069
UNIT PRICE CONSTRUCTION CONTRACT FOR
MISCELLANEOUS LANDSCAPE INSTALLATION
AND MAINTENANCE SERVICES**

BID OPENING TIME: 12:00 NOON

DATE: March 24, 2004

I/We, the undersigned, have read the attached specifications and conditions required for this proposal, hereby propose to furnish landscape installation and/or maintenance services in accordance with these conditions on the following unit price basis.

Prices are to be held for one year. Company Name _____

SCHEDULE I - LANDSCAPE INSTALLATION

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
1.	Turf/Vegetation Removal - Manual Labor	Hourly.	\$ _____
2.	Turf/Vegetation Removal - Chemical App. (exclude cost of chemical)	Hourly	\$ _____
3.	Soil Removal	C.Y.	\$ _____
4.	Soil Replacement (exclude cost of material)	C.Y.	\$ _____
5.	Soil Enrichment	C.Y.	\$ _____
6.	Rototilling (8" minium depth)	S.F.	\$ _____
7.	Natural Edge/Trenching	L.F.	\$ _____
8.	Perennial Installation (exclude cost of plant)		
8.1	Quart	Each	\$ _____
8.2	(1) Gallon	Each	\$ _____
8.3	(2) Gallon	Each	\$ _____
9.	Shrub Installation (exclude cost of shrub)		
9.1	(1) Gallon	Each	\$ _____
9.2	(2) Gallon	Each	\$ _____
9.3	(5) Gallon	Each	\$ _____

Company Name_____

10. Tree Installation (exclude cost of tree)
- 10.1 Deciduous 1 ½" cal. Each \$ _____
- 10.2 Evergreen 4' tall Each \$ _____
11. Mulch Application/Spreading (exclude cost of mulch) S.F. \$ _____
12. Watering (exclude cost of water) Hourly \$ _____

List equipment type to be used for watering: _____

13. Fertilizing (exclude cost of fertilizer) S.F. \$ _____
14. Seeding (exclude cost of seed) S.F. \$ _____
15. Plugging (exclude cost of plugs) S.F. \$ _____
16. Sodding (exclude cost of sod) S.F. \$ _____
17. Anti-desiccant (exclude cost of anti-desiccant) S.F. \$ _____

SCHEDULE II - LANDSCAPE MAINTENANCE

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
1.	Cutting back Grasses/Perennials	Hourly	\$ _____
2.	Pruning Shrubs	Hourly	\$ _____
3.	Pruning Trees	Hourly	\$ _____
4.	Pre-Emergent (exclude cost of herbicide)	Hourly	\$ _____
5.	Fertilizer (exclude cost of fertilizer)	Hourly	\$ _____
6.	Post-Emergent (exclude cost of herbicide)	Hourly	\$ _____
7.	Pesticide (exclude cost of pesticide)	Hourly	\$ _____
8.	Weeding (manually)	Hourly	\$ _____

Company Name _____

9.	Natural Edge/Trenching	L.F.	\$ _____
10.	Mulch Application/Spreading (exclude cost of mulch)	S.F.	\$ _____
11.	Trash Removal from landscape	Hourly	\$ _____
12.	Watering (exclude cost of water)	Hourly	\$ _____
13.	Dividing and/or Transplanting perennials and/or ornamental grasses	Hourly	\$ _____
14.	Transplanting shrubs	Hourly	\$ _____
15.	Anti-desiccant (exclude cost of anti-desiccant)	S.F.	\$ _____

SCHEDULE III - LANDSCAPE MATERIALS

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
1.	Top Soil	C.Y.	\$ _____
2.	Compost		
	Available from the City of Lincoln's Solid Waste Operation - contact Gene Hanlon (402) 441-7043.	C.Y.	\$ _____
3.	Pre-Emergent (Ornamental Herbicide):		
	<u>Liquid</u> _____ (List Product Type)	Per Gallon	\$ _____
	<u>Granular</u> _____ (List Product Type)	Per Pound	\$ _____
4.	Pre-Emergent (Turf):		
	<u>Liquid</u> _____ (List Product Type)	Per Gallon	\$ _____
	<u>Granular</u> _____ (List Product Type)	Per Pound	\$ _____

Company Name _____

5. Fertilizer (12% nitrogen, 4% phosphoric acid, 8% potash by weight):

<u>Liquid</u>	_____	Per Gallon	\$ _____
	<i>(List Product Type)</i>		
<u>Granular</u>	_____	Per Pound	\$ _____
	<i>(List Product Type)</i>		

6. Plant Starter (Liquid solution with an analysis of 3-10-3):

<u>Liquid</u>	_____	Per Gallon	\$ _____
	<i>(List Product Type)</i>		
<u>Granular</u>	_____	Per Pound	\$ _____
	<i>(List Product Type)</i>		

7. Post-Emergent (Ornamental Herbicide):
Remove grasses from perennials:

<u>Liquid</u>	_____	Per Gallon	\$ _____
	<i>(List Product Type)</i>		
<u>Granular</u>	_____	Per Pound	\$ _____
	<i>(List Product Type)</i>		

Remove broadleaf weeds from ornamental grasses:

<u>Liquid</u>	_____	Per Gallon	\$ _____
	<i>(List Product Type)</i>		
<u>Granular</u>	_____	Per Pound	\$ _____
	<i>(List Product Type)</i>		

8. Post-Emergent (Turf):

<u>Liquid</u>	_____	Per Gallon	\$ _____
	<i>(List Product Type)</i>		
<u>Granular</u>	_____	Per Pound	\$ _____
	<i>(List Product Type)</i>		

9. Pesticide (exclude cost of pesticide):

Insecticidal Soap	_____	Per Gallon	\$ _____
	<i>(List Product Type)</i>		
Contact or equivalent	_____	Per Gallon	\$ _____
	<i>(List Product Type)</i>		
Miticide or equivalent	_____	Per Gallon	\$ _____
	<i>(List Product Type)</i>		

Company Name _____

10. Complete Kill:

Round-up or equivalent _____ Per Gallon \$ _____
(List Product Type)

11. Mulch

Cedar	C.Y.	\$ _____
Cottonwood	C.Y.	\$ _____
Cypress	C.Y.	\$ _____
Other	C.Y.	\$ _____

These Unit Price Proposals are offered by _____, hereinafter referred to as bidder.

A Corporation organized and existing under the laws of the state of _____.

A Partnership doing business as _____.

An Individual doing business as _____.

Addenda: Bidder has received Addenda Nos. _____, and has included their provisions in this bid.

BID SECURITY REQUIRED:

Yes X Amount: \$500.00

No _____

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes _____

No _____

TERM PRICE CLAUSE: BIDDER MUST CHECK A OR B

(a) Bid prices firm for the full contract period: _____

(b) Bid prices subject to annual escalation/de-escalation: _____

(c) If (b) is checked, amount of escalation/de-escalation: _____

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____

TITLE: _____

PHONE NO. _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policies (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 04-069**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE

ZIP CODE

(Title)

TELEPHONE

(Date)

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

**ESTIMATED DELIVERY DAYS (After
receipt of individual orders)**

TERMS OF PAYMENT

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS. **AFTER** TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

**SPECIFICATIONS FOR
UNIT PRICE CONSTRUCTION CONTRACT FOR MISCELLANEOUS
LANDSCAPE INSTALLATION AND MAINTENANCE SERVICES
PROJECT INFORMATION**

1. SCOPE OF CONTRACT

- 1.1 The City of Lincoln (hereinafter referred to as "City"), desires to retain qualified contractors on a Unit Price Construction Contract basis to perform miscellaneous landscape installation and maintenance services for the term of the contract.
- 1.2 The attached sample agreement serves as specifications, and describes the obligations of the City and Contractor.
- 1.3 The total amount of work for all departments/agencies of the City for the term of the contracts is estimated to be approximately \$40,000.00.
 - 1.3.1 Individual Unit Price Projects under the terms of this Contract will range from \$0.00 to **\$10,000**.
 - 1.3.1.1 Projects over \$10,000.00 will be bid out separately.
 - 1.3.1.2 The City reserves the right to bid out any and all projects separately if it is felt that it is in the best interest of the City to do so.
 - 1.3.2 Individual Unit Price Projects will be bonded separately, except where noted.
- 1.4 Unit prices being bid shall include costs of materials, when needed, shipping, labor, tools, equipment, mobilization, and overhead and profit.
 - 1.4.1 Labor costs shall include all health and welfare benefits, insurance, taxes, and all other applicable fringe benefits, if any.
- 1.5 No adjustments in unit prices being bid will be allowed on work awarded during the annual contract period.
 - 1.5.1 Any future fluctuation in the costs associated with unit price calculations should be taken into consideration by the bidder, even though the work for an individual project may extend into the succeeding year.
- 1.6 The term of the contract shall be one (1) year, April 15, 2004 through April 1, 2005; with options to renew for two (2) additional one-year terms beginning April 1, 2005.
- 1.7 Other local Government entities may become a part of this contract.

2. CONTRACT AND INSURANCE

- 2.1 Within seven (7) calendar days after the award of bid the Contractor(s) must execute a written Unit Price Construction Contract between the Contractor and the City, sample attached.
- 2.2 Also, within such time period the Contractor must furnish with the executed agreement a certificate of insurance in accordance with the attached "Insurance Clause to be used for All Unit Price Construction Contracts", naming the City of Lincoln as additional insured.

3. BIDDING PROCEDURE AND AWARD OF CONTRACTS

- 3.1 Bidding Procedure
 - 3.1.1 Read attached Instructions to Bidders prior to submitting your Unit Price Proposal
 - 3.1.2 The following documents must be submitted as your bid:
 - 3.1.2.1 Completed and signed Unit Price Proposal Form
 - 3.1.2.2 Qualifications statement
 - 3.1.2.3 List of references
 - 3.1.2.4 Bid security in the amount of \$500.00 is required to be submitted with your bidding documents as a guarantee of good faith.
- 3.2 Award of Contract
 - 3.2.1 In determining the low responsible bids, consideration may be given to the following factors:
 - 3.2.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
 - 3.2.1.2 Character, integrity, reputation, judgement, experience and efficiency of the bidder.
 - 3.2.1.3 Ability of the bidder to perform the work within the time specified for each project.
 - 3.2.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.
 - 3.2.1.5 Quality of the bidder's performance on previous work for the City.
 - 3.2.1.6 Cost of the Unit Price Proposal
 - 3.2.1.7 Any other information deemed relevant to the contact by the City.
 - 3.2.2 Contracts resulting from bid proposals shall not be on an all-or-non basis, and may be awarded to several bidders based on price, scheduling, the ability to complete work on time, quality of work and previous inspection and acceptance of past projects.
 - 3.2.3 The City further reserves the right to analyze bid proposals in detail and to award contracts which the City believes to be in its best interests.
 - 3.2.4 The City may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.
 - 3.2.5 The City reserves the right to reject any bid based on facts resulting from any investigation which indicates that bidder is not properly qualified to perform the obligations of any resulting contract.

4. BIDDER QUALIFICATIONS

- 4.1 Bidder must be an experienced landscape contractor who has performed landscape maintenance services similar in material, design and extent to that required for Service Agreement.
- 4.2 Bidder must be able to correctly identify common annual and perennial herbaceous weeds, grasses and woody plant materials that may require landscape maintenance under this service agreement.
- 4.3 Bidder must have a valid and current Nebraska Certified Pesticide Applicator License for the Ornamental and Turf Pest Control Category and submit proof thereof with Bid Proposal.
- 4.4 Bidder must have a valid and current Nebraska Nursery Grower, Dealer or Broker License from the Nebraska Department of Agriculture and submit proof thereof with Bid Proposal.
- 4.5 Bidder must currently own necessary and proper tools and equipment needed to perform required landscape maintenance services.
 - 4.5.1 Bids will **not** be awarded to bidders who would purchase such necessary tools and equipment contingent upon their being awarded the bid.

**UNIT PRICE CONSTRUCTION CONTRACT
FOR MISCELLANEOUS LANDSCAPE INSTALLATION AND MAINTENANCE
SERVICES**

THIS CONTRACT, is made and entered into this _____ day of _____, 2004 by and between _____, hereinafter referred to as "Contractor"; and the City of Lincoln, Nebraska, hereinafter referred to as the "City";

WHEREAS, the City wishes to engage Contractor in accordance with the terms and conditions herein to provide the above referenced construction services; and

WHEREAS, Contractor desires to perform said construction services for the City in accordance with the terms and conditions herein provided; and

WHEREAS, the City has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for said construction services and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said construction services; and

WHEREAS, the Contractor in response to such advertisement has submitted to the City in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the City in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder(s) for said construction services for the unit prices named in the Contractor's proposal, a copy of which unit price proposal is attached hereto and made a part of the Contract.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor said construction services and the other conditions, covenants and agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. Rates.
 - 1.1 The Contractor agrees to provide the above referenced construction services in accordance with the unit price rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.
 - 1.2 The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.
2. Term.
 - 2.1 The initial term of this Contract will be for a period of one year from the 15th day of April, 2004 through the 31st day of March, 2005, with an option by the City to renew the Contract for two additional one-year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.

3. Amount of Work.
 - 3.1 No minimum amount of work is guaranteed by the City to any one Contractor by virtue of this Contract.
 - 3.2 In the event that any single project for the above referenced construction services exceeds the sum of Ten Thousand Dollars (\$10,000), it is understood that the City will undertake a separate bid process for such project.
4. Termination.
 - 4.1 The City reserves the right to terminate this contract for cause at any time during the term of the Contract upon default for the Contractor in providing the construction services in accordance with the terms and conditions contained herein.
 - 4.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to termination of the Contract.
 - 4.3 The City reserves the right to terminate this contract in the event that the City does not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.
5. Standard Specifications General Conditions.
 - 5.1 The City of Lincoln Standard Specifications for Landscape Work, Seeding and Sodding and attached Special Provisions are a part of this Contract, except as specifically amended for a specific project and as dependent upon the nature of the particular construction services to be provided pursuant to this Contract.
6. Non-Discrimination.
 - 6.1 The parties agree that in connection with the carrying out of this project the Contractor shall not discriminate against any employee or application for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
 - 6.2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
 - 6.2.1 Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Drug Free Workplace.
 - 7.1 The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.
 - 7.2 The City reserves the right to request a copy of the Contractor's drug free workplace policy.
 - 7.3 The Contractor further agrees to include a provision similar to this statement in all subcontracts for construction services required pursuant to this Contract.

8. Contract Documents.
 - 8.1 The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the acceptance Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; general condition and any supplementary conditions thereto; and any addenda issued in connection with a particular project.
9. Independent Contractor.
 - 9.1 The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.
10. Insurance.
 - 10.1 The Contractor shall provide insurance in accordance with the City's standard insurance clause to be sued for all City Contracts which is hereby made a part of this Contract.
11. Indemnification.
 - 11.1 The Contractor agrees to indemnify and hold harmless and defend the City and any of its officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.
 - 11.2 The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.
12. Applicable Laws and Permits.
 - 12.1 The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licenses and permitting requirements at all times.
 - 12.2 All permits required by the City for the performance of the work associated herewith shall be secured through the City's Department of Building and Safety and shall be paid for by each department/agency on a project-by-project basis.
13. City's Representatives.
 - 13.1 Departmental/agency representatives identified in attached Schedule B, or their designated representatives shall act as the City' agent responsible for the administration of individual projects undertaken pursuant to this Contract.
14. Contract Bonds.
 - 14.1 Each Unit Price Project executed under the provisions of this Contract shall be bonded separately.
15. Sales and Use Tax.
 - 15.1 The City shall furnish the Contractor with a Nebraska Department of Revenue Form 17, Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, for projects which involve work which are considered by the State of Nebraska as exempt from sales tax.

16. Quotations for Individual Unit Price Projects.
 - 16.1 Upon award, quotations for individual projects shall be written on the Unit Price Quotation Form, Attachment 1, showing a breakdown on the contract unit prices for labor.
 - 16.2 All quotations submitted on the Unit Price Quotation Form shall be considered “not to exceed” proposals.
 - 16.3. City reserves the right to request competitive quotes from two or more Unit Price Contractors in the same construction discipline for a “fixed lump sum” price and time completion quote at the discretion of each departmental/agency representative.
 - 16.3.1 The departmental/agency representative shall select the contractor with the most favorable price and/or completion date.
 - 16.4 If at any time there is a change to the project that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental /agency representative for that project.
 - 16.4.1 Extra work shall not proceed until authorized by the departmental/agency representative.
17. Use of Contractors.
 - 17.1 The City, in its sole discretion, shall determine which respective projects will be offered to any of the Unit Price Contractors which the City believe are in their best interests.
18. Use of Subcontractors.
 - 18.1 The City recommends, but does not require, the selection of subcontractors from the existing list of Unit Price Contractors.
19. Notice to Proceed.
 - 19.1 No work shall be done for the City under the contract unless a written Notice to Proceed has been issued by the appropriate departmental/agency representative.
 - 19.2 Contractor shall commence work as soon as reasonably possible on the date agreed to by the departmental/agency representative.
 - 19.3 Work shall be complete on or before the date set forth in the Notice to Proceed.
20. Invoices.
 - 20.1 All invoices for construction services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.
 - 20.2 Each project shall be invoiced separately.
 - 20.3 The Contractor’s invoices shall include the job site location, date of project, and a fully itemized list of rates and quantities as established in the Contractor’s Unit Price Proposal.
 - 20.4 Invoices shall be submitted for payment within thirty (30) days of the date of project conclusion.
21. Assignment.
 - 21.1 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
22. Governing Law.
 - 22.1 This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this _____ day of _____, 2004

City of Lincoln, Nebraska

Attest

Mayor

City Clerk

Contractor

Company Name

Street Address

By: Name (Print)

City State Zip Code

Signature

Telephone Number(s)

Title

SPECIAL PROVISIONS

Except as specifically modified by these Special Provisions, the Standard Specifications for Municipal construction for the City of Lincoln shall apply to all work on this project including Chapter 31.00 LANDSCAPE WORK and Chapter 30.00 SEEDING AND SODDING

1. Standard Specifications

- 1.1 The 1999 City of Lincoln Standard Specifications for Municipal Construction shall govern in the construction of this project.
- 1.2 See City of Lincoln Standard Specification - 1997 for additional requirements that relate to this section. Notify the City's Representative of all discrepancies, prior to proceeding with the work.
- 1.3 Submit manufacturer's or vendor's certified analysis for fertilizer materials.
- 1.4 Submit other data substantiating that materials comply with specified requirements.

2. PROJECT MAINTENANCE

- 2.1 The establishment period will follow the completion of all planting in a planting season.
 - 2.1.1 The establishment period will not begin until all of the following items of work have been performed: planting, backfilling, water, pruning, staking, guying, water basin construction, and mulching.
 - 2.1.2 All plant material shall be in acceptable growing condition when the project enters the establishment period.
- 2.2 During the establishment period, the Contractor shall properly maintain all plant materials planted under this contract.
 - 2.2.1 The establishment procedures shall include additional pruning, protective measures against pest and diseases, watering as often as required by necessity, cultivating, repairing damage to the watering basins, replacing mulch which becomes displaced, keeping the stakes firm and the guys adjusted, weeding with a pre-emergent weed control or other approved means, and other establishment procedures deemed necessary by the City's representative, including the removal of any dead plant material from the project.
 - 2.2.2 **Note: Contractor shall be responsible for watering all plant material as necessary during the establishment period, at the hourly rate specified in the contract.**
 - 2.2.3 The Contractor shall inform the Project Manager of all plant materials which die or look unhealthy during the establishment period following the completion of all planting.
 - 2.2.4 Seeding and Sodding will not be subject to the establishment provisions.

3. PLANTING TIME

- 3.1 Planting Time: Plant materials only during normal planting seasons for each type of landscape work required, except when prior written permission is obtained from the City's Representative.
- 3.2 Actual planting time shall be determined on a project by project basis and by weather conditions and accepted local practice.

4. MISCELLANEOUS PLANTING MATERIALS

- 4.1 Topsoil for Planting Areas: Fertile, friable, natural loam, dark in color (often black), free of subsoil, clay lumps, brush, weeds, roots, stumps, stones larger than 1-1/2 inch in any dimensions, debris, and other extraneous or toxic matter and harmful to plant growth.

- 4.2 Topsoil shall be obtained from local sources and exhibit an acidity range (pH) of 6.0 to 8.5.
- 4.3 The location of the source of the material is to be identified..
- 4.4 Mulch for Trees, Shrubs, and Perennials shall be organic mulch, free from wood chips, sawdust and deleterious materials, suitable for top dressing of trees.
- 4.5 Mulch shall consist of well-rotted, shredded native hardwood back mulch not larger than 4 inches in length and ½ inch in width.
- 4.6 Compost is available from the City of Lincoln's Solid Waste Operation - contact Gene Hanlon (402) 441-7043).
- 4.7 Anti-Desiccant shall be Emulsion type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants.
 - 4.7.1 Delivery shall be made in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.
- 4.8 Plant Starter shall be a Liquid solution with an analysis of 3-10-3 (low analysis fertilizer), such as Upstart manufactured by Ortho, or City approved equal.

5. **PREPARATION/EXECUTION**

- 5.1 Examine proposed planting areas and conditions of installation.
 - 5.1.1 Do no start planting work until unsatisfactory conditions are corrected.
- 5.2 Layout individual tree and shrub locations.
 - 5.2.1 Stake locations and secure City's Representative's acceptance before start of planting work.
 - 5.2.2 Make minor adjustments as may be requested.
 - 5.2.3 Installation of plant material may not begin until City's Representative has approved planting locations.
- 5.3 Determine location of underground utilities and perform work in a manner which will avoid possible damage.
 - 5.3.1 Plans of underground facilities will be available at the City Engineer's office.
 - 5.3.2 All damage resulting from the excavation, tree planting, backfilling, etc. shall be repaired at the Contractor's expense.
 - 5.3.3 Surfaces other than the planting area shall be restored by the Contractor to the condition existing prior to the planting operation.
 - 5.3.4 Hand excavate, as required.
- 5.4 Excavate pits, beds and trenches with vertical sides and with bottom slightly raised at center to provide proper drainage.
 - 5.4.1 Loosen hard subsoil in bottom of excavation and scarify sides.
 - 5.4.2 For balled and burlapped trees and shrubs, scarify bottom of the excavations to a depth of 4 inches.
 - 5.4.3 Make excavations equal to the depth of ball, and diameter at least twice as wide as the root ball or root systems to accommodate the entire root ball or root system and to allow enough space to permit loose backfill to be worked down and around the root ball or root system.
 - 5.4.4 Planting pits shall be backfilled the same day they are dug.
 - 5.4.5 If any planting pits are to be left open when work is not in process or create a safety hazard to the public, they shall be covered over or properly barricaded.
- 5.5 Prepare soil at perennial areas by spading or rototilling deeply to a depth of at least 8 inches below finished grade.
 - 5.5.1 Add compost to planting area so that the final planting medium composition is 60% topsoil and 40% compost to an 8-inch depth.
 - 5.5.2 Rake planting bed smooth.
- 5.6 When conditions detrimental to plant growth are encountered, such as rubble fill or adverse drainage conditions, notify City Representative.
- 5.7 Hand excavate near underground utilities.
- 5.8 Maintain grade stakes set by others until removal is agreed upon by all parties considered.

6. PLANTING TREES AND SHRUBS

- 6.1 Planting shall be performed only by experienced persons familiar with planting procedures under the supervision of a qualified supervisor.
- 6.2 Set balled and burlapped stock plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades.
- 6.3 Rotate plants to give the best appearance and relationship to each other or adjacent structures.
- 6.4 Plant material shall be lifted, carried and/or lowered by the root ball, never by the trunk.
- 6.5 For all plants other than evergreens, remove burlap from sides of balls but retain burlap on bottoms.
- 6.6 Where wire basket used, cut and remove the top ½ of the wire basket without disturbing plant roots.
- 6.7 Completely remove containers for container grown stock.
- 6.8 Place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets.
 - 6.8.1 When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill.
 - 6.8.2 Repeat watering until no more is absorbed.
 - 6.8.3 Apply plant starter at manufacturers' suggested rates during watering process.
 - 6.8.4 Water again after placing final layer of backfill.
 - 6.8.5 Remove all ropes and wires from tops of balls.
 - 6.8.6 Dish top of backfill to allow for mulching.
- 6.9 Mulch plant pits shall not have less than a 3-inch thickness of mulch worked into the top of the backfill and finish level with adjacent finish grades.
 - 6.9.1 Mulch within 24 hours of planting.
 - 6.9.2 Thoroughly water mulched areas.
 - 6.9.3 After watering, rake mulch to provide a uniform finished surface.
- 6.10 Apply anti-desiccant using power spray to provide an adequate film over trunks, branches, stems, twigs and foliage, when directed.
- 6.11 Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice.
 - 6.11.1 Prune trees to retain required height and spread.
 - 6.11.2 Unless otherwise directed by City's Representative, do not cut tree leaders and remove only injured or dead branches from flowering trees.
 - 6.11.3 Prune shrubs to retain natural character.
 - 6.11.4 Prune evergreens only to remove broken or damaged branches.
- 6.12 Remove and replace excessively pruned or mis-formed stock resulting from improper pruning only upon the City Representative's request.
 - 6.12.1 If requested, the City is to provide a replacement.
- 6.13 Staking of trees shall be completed immediately after planting.
 - 6.13.1 Trees are to be staked with three (3) 2-inch by 2-inch by 24-inch wood stakes driven at approximately a 45 degree angle to the ground plane to avoid the root system.
 - 6.13.2 Tree should be tied with a figure-eight loop between the tree and stake to allow for flexibility.
 - 6.13.3 Do not tie tree to rigidly to the stake.
 - 6.13.4 Stakes shall be driven so they support the trees and are firm.
 - 6.13.5 Guy wires shall be sufficiently tight to transfer support from the stake to tree.
- 6.14 A watering basin shall be constructed for all plant material as shown on the drawings.
 - 6.14.1 Surplus material from the excavation shall be thinly scattered and leveled so as to leave a flat, smooth appearance.
 - 6.14.5 The complete water basin shall be filled with water prior to the installation of the mulch.

7. PLANTING PERENNIAL PLANTS

- 7.1 Moisten soil before planting and allow it to dry slightly until workable.
- 7.2 Set plants at specified spacing.
- 7.3 Do not remove plant from container until it is to be set in planting soil.
- 7.4 Mulch perennial plants.
 - 7.4.1 Provide not less than 2-inch thickness of mulch and work into top of backfill and finish level with adjacent grades.
 - 7.4.2 Mulch within 24 hours of planting.
 - 7.4.3 Thoroughly water mulched areas.
 - 7.4.4 Mulch shall cover all disturbed earth within the perennial planting area.

8. SEEDING

- 8.1 Seeding shall include application of pre-emergent.
 - 8.1.1 The pre-emergent shall be suitable for use in establishing newly seeded fescue plantings.
 - 8.1.2 The contractor shall follow the manufacturer's rate and method of application unless directed otherwise.
- 8.2 Seed mix shall be **specified per job**.

9. SOD PLUGS

- 9.1 Plant individual plugs with root cluster and portions of stem buried in soil.
 - 9.1.1 Firm soil around plugs after planting.
 - 9.1.2 Do not cover tips.
- 9.2 Space plugs 12 inches on center each direction, unless otherwise specified.
- 9.3 Water plugs with a fine spray immediately after planting.
- 9.4 Apply Plateau herbicide, or approved equal pre-emergent control within 5 days after initial watering at a rate of 1oz per acre.
- 9.5 Maintain plugged areas until completions and acceptance of the entire project.
- 9.6 Maintain plugged areas including watering, weed control, mowing, applications of herbicides, fungicides, insecticides, re-sodding or re-plugging until an established planting is achieved and accepted by the City's Representative.

10. WATERING

- 10.1 Contractor responsible for all equipment required for watering, including hoses and other methods of transportation.
- 10.2 Hoses shall be free of substance harmful to plant material.
- 10.3 Water resources include the following alternatives:
 - 10.3.1 Non-potable water from the Teresa Street Waster Water Treatment Plant (available at no cost to Contractor).
 - 10.3.2 Water Hydrant (meters must used and are available for fee through the Lincoln Water Department).
- 10.4 Billable water cost will be reimbursed to Contractor provided a statement showing dates, quantities, and source are presented.

11. CLEANUP AND PROTECTION

- 11.1 Proceed and complete landscape work (i.e. planting, seeding, sodding, watering, maintenance, etc.) as rapidly as the site becomes available working within seasonal limitations.
- 11.2 During landscape work (i.e. planting, seeding, sodding, watering, maintenance, etc.) and seeding/sodding work, keep pavements clean and work areas in an orderly condition.
- 11.3 Protect exiting utilities, paving, plant material, and other facilities from damage caused by seeding operations.

CITY OF LINCOLN, NEBRASKA
UNIT PRICE QUOTATION
MISCELLANEOUS LANDSCAPING SERVICES, 04-069

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE: _____

FROM (CONTRACTOR): _____

PROJECT NUMBER: _____

PROJECT DESCRIPTION: _____

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST SCHEDULE-LANDSCAPE INSTALLATION

CONTRACTOR	UNIT	UNIT PRICE	TOTAL \$ AMOUNT
Turf/Vegetation Removal-Manual Labor	Hourly		
Turf/Vegetation Removal-Chemical App. (excl. Chem)	Hourly		
Soil Removal	C.Y.		
Soil Replacement (excl. Cost of Material)	C.Y.		
Soil Enrichment	C.Y.		
Rototilling (8" minimum depth)	S.F.		
Natural Edge/Trenching	L.F.		
Perennial Installation (excl. Cost of Plant) Quart (1) Gallon	Each		
Shrub Installation (excl. Cost of Shrub) (1) Gallon (2) Gallon	Each		
Tree Installation (excl. Cost of Tree) Deciduous 1 1/2" cal. Evergreen 4' tall	Each		
Mulch Application/Spreading (excl. Cost of Mulch)	S.F.		
Watering (excl. Cost of Water)	Hourly		
Fertilizing (excl. Cost of Fertilizer)	S.F.		
Seeding (excl. Cost of Seed)	S.F.		
Plugging (excl. Cost of Plugs)	S.F.		
Sodding (excl. Cost of Sod)	S.F.		
Anti-desiccant (excl. Cost of Anti-desiccant)	S.F.		
TOTAL LABOR			

Company Name _____

LABOR COST SCHEDULE-LANDSCAPE MAINTENANCE

CONTRACTOR	UNIT	UNIT PRICE	TOTAL \$ AMOUNT
Cutting Back Grasses/Perennials	Hourly		
Pruning Shrubs	Hourly		
Pruning Trees	Hourly		
Pre-Emergent (excl. Cost of Herbicide)	Hourly		
Fertilizer (excl. Cost of Fertilizer)	Hourly		
Post-Emergent (excl. Cost of Herbicide)	Hourly		
Pesticide (excl. Cost of Pesticide)	Hourly		
Weeding (manually)	Hourly		
Natural Edge/Trenching	L.F.		
Mulch Application/Spreading (excl. Cost of Mulch)	S.F.		
Trash Removal from Landscape	Hourly		
Watering (excl. Cost of Water)	Hourly		
Dividing and/or Transplanting Perennials/Grasses	Hourly		
Transplanting Shrubs	Hourly		
Anti-desiccant (excl. Cost of Anti-desiccant)	S.F.		

EQUIPMENT AND MATERIAL COSTS

ITEM	UNIT	UNIT PRICE	TOTAL \$ AMOUNT
Top Soil	C.Y.		
Compost	C.Y.		
Pre-Emergent (Ornamental Herbicide) Liquid _____	Gal.		
Pre-Emergent (Turf) Liquid _____	Gal.		
Fertilizer (12% nitrogen, 4% phosphoric acid, 8% potash)			
Plant Starter (Liquid Soln. w/ an analysis of 3-10-3) Liquid _____	Gal.		
Post-Emergent (Ornamental Herbicide) Liquid _____	Gal.		
Post-Emergent (Remove broadleaf weeds) Liquid _____	Gal.		

EQUIPMENT AND MATERIAL COSTS (Cont.)

Post-Emergent (Turf) Liquid _____	Gal. Lbs.		
Pesticide Insecticidal Soap _____ Contact or Equivalent _____ Miticide or Equivalent _____	Gal.		
Complete Kill Round-up or Equivalent _____	Gal.		
Mulch Cedar Cottonwood Cypress Other	C.Y.		

**TOTAL PRICE (NOT TO
EXCEED)**

\$	
Change Order #	
Accepted:	
Not Accepted:	

FIRM: _____

BY: _____

ADDRESS: _____

PHONE: _____

APPROVED BY: _____ **DATE:** _____

**SCHEDULE B
DEPARTMENTAL/AGENCY REPRESENTATIVES**

Lincoln City Libraries

Gary Meier, Bldv & Grounds Superintendent
14th & N Streets
Lincoln, NE 68508
441-8555

531 Westgate Blvd., Suite 100
Lincoln, NE 68528-1563
441-7711

Karl Fredrickson, Asst. City Engineer
441-5673

Parks & Recreation Department

2740 "A" Street
Lincoln, NE 68502

Thomas Schaffer, Design/Const. Mgr.
441-7837

Jerry Shorney Super Parks/Operation
441-8259

J.J. Yost, Planning & Const. Mgr.
441-8255

Mark Canney, Park Planner
441-8248

Urban Development

808 P Street, Suite 400
Lincoln, NE 68508
441-7606

Wynn Hjermstad, Community Dev. Mgr.
441-8211

Dallas McGee, Assistant Director
441-7857

Lincoln Fire Department

John Huff, Assistant Chief or his duly appointed
Representative
1801 Q Street
Lincoln, NE 68508
441-8354

Lincoln Water System

John Miriovsky, Superintendent of Operations
2021 N. 27th Street
Lincoln, NE 68503
441-7571

Public Works, Street & Traffic Operations

Bill Nass, Maintenance Coordinator
901 N. 6th Street
Lincoln, NE 68508
441-7701

Public Works, Engineering Services